



**RFP No. UNDPAFG/2011/0105 – Provision of toll-free domestic violence hotline and text services Balkh Province, Afghanistan**

All Correspondence, Each Case and Parcel must show the RFP Number

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**PLEASE READ CAREFULLY**

CHECK LIST FOR COMPLETE BID SUBMISSION*	Provided	
	Yes	No
BID IS PROPERLY SEALED		
LANGUAGE OF BID IS AS REQUESTED (ENGLISH)		
HARDCOPY ONE (1) ORIGINAL AND ONE (1) COPY		
DOCUMENTS AND ENVELOPES SHALL BE MARKED “ORIGINAL” AND “COPY” AS APPLICABLE		
TECHNICAL AND FINANCIAL PROPOSALS ARE IN SEPARATE ENVELOPE AND SHALL BE MARKED WITH “ <b>RFP No. UNDPAFG/2011/0105 – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan</b> ”  “COPY”OR ORIGINAL AS APPLICABLE		
<b>TECHNICAL ENVELOPE</b>		
FORM-1 Technical Proposal Submission Form		
FORM-2 Offeror’s Organization and Experience A Offeror’s Organization B Offeror’s Experience		
FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment		
FORM-4 Team Composition and Task Assignments		
FORM-5 Curriculum Vitae (CV) for Proposed Professional Staff		
Section IV - Price Schedule (in separate envelop)		

United Nations Development Programme	 <b>UN</b> <b>DP</b>	<p align="center"><b>REQUEST FOR PROPOSAL</b></p> <p><b>RFP No. UNDPAFG/2011/0105 – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan</b></p> <p>All Correspondence, Each Case and Parcel must show the RFP Number</p>
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## Section 1 - Request for Proposal (RFP) Cover Letter

May 26, 2011

Dear Sir/Madam,

**Subject: UNDPAFG/2011/0105 – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan**

1. UNDP is pleased to invite proposals for the provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan clearly described in the Terms of Reference (Section 3).
2. To enable you to submit a proposal, your offer comprising the Technical Proposal and the Financial Proposal, in separate sealed envelopes, should reach the following address no later than 27 June 2011, at 1500 hours Kabul time.

**UNDP Afghanistan Country Office**  
**Shah Mahmood Ghazi Watt**  
**Kabul, Afghanistan**  
 Tel: +98 20 2101 68291 Fax: +873 763 468 863  
[Procurement.af@undp.org](mailto:Procurement.af@undp.org)

3. **A Pre-proposal meeting will be held on 12 June 2011 at 10:30 hours (Kabul time) at UNDP Procurement unit, UNDP Afghanistan. Interested firms are encouraged to attend.**
4. If you request additional information, we will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date of your proposal.
5. You should familiarize yourself with local conditions and take them into account in preparing your proposals, and if required obtain first hand information on the assignment and on the local conditions by a visit to the site before submitting a proposal.
6. You are requested to acknowledge receipt of this letter and to indicate whether or not you intend to submit a proposal. Failure to submit the acknowledgement letter may result in the bid being rejected. The acknowledgement letter must be signed stamped and should be sent via email to [[procurement.af@undp.org](mailto:procurement.af@undp.org)] within five days after receipt of this RFP.

7.



**RFP No. UNDP/AFG/2011/0105** – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan

All Correspondence, Each Case and Parcel must show the RFP Number

- 8. After receipt of proposals, UNDP reserves the right to request any additional Information or seek clarifications from the bidder to ascertain responsiveness of offers received."

Yours sincerely,

Procurement Unit

Acknowledged receipt:

Signature: .....

Print name and title: .....

Company: .....

Intend to submit Proposal:

	<b>Yes</b>
	<b>No.</b>

No. of pages received:



## SECTION 2 - INSTRUCTIONS TO OFFERORS

### A Introduction

#### 1. General

The United Nations Development Programme (UNDP) seeks to engage a firm to provide the following services and functions which more fully described in Section 3: The Terms of Reference (TOR):

#### **Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan**

The purpose of the TOR which are an integral part of the RFP, outline the services, functions and tasks that the prospective contractor is expected and maybe requested to provide on “as required basis” or “on demand basis” for the duration of the contract and its extensions if any.

The period for this contract will be for two (2) months, termination or extension to be provided by fifteen (15) days written notice.

#### 2. Cost of proposal

The Offeror shall bear all costs associated with the preparation and submission of the Proposal, the UNDP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the solicitation.

### B Solicitation Documents

#### 3. Contents of solicitation documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Offeror is expected to examine all corresponding instructions, forms, terms and specifications contained in the Solicitation Documents. Failure to comply with these documents will be at the Offeror’s risk and may affect the evaluation of the Proposal.

#### 4. Clarification of solicitation documents

A prospective Offeror requiring any clarification of the Solicitation Documents may notify UNDP in writing by e-mail as indicated and permitted in the RFP. UNDP will respond in writing to any request for clarification of the Solicitation Documents that it receives earlier than one week prior to the deadline for the submission of Proposals. Written copies of UNDP’s response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective Offerors that has received the Solicitation Documents.

#### 5. Amendments of solicitation documents



At any time prior to the deadline for submission of Proposals, UNDP may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Offeror, modify the Solicitation Documents by amendment.

All prospective Offerors that have received the Solicitation Documents will be notified in writing of all amendments to the Solicitation Documents.

In order to afford prospective Offerors a reasonable time in which to take the amendments into account in preparing their offers, UNDP may, at its discretion, extend the deadline for the submission of Proposals.

## C Preparation of Proposals

### 6. Language of the proposal

The Proposals prepared by the Offeror and all correspondence and documents relating to the Proposal exchanged by the Offeror and UNDP shall be written in the English language. Any printed literature furnished by the Offeror may be written in another language so long as accompanied by an English translation of its pertinent passages in which case, for purposes of interpretation of the Proposal, the English translation shall govern.

### 7. Documents comprising the proposal

The Proposal shall comprise the following components:

#### Technical Proposal:

- (a) Proposal submission form;
- (b) Operational and technical part of the Proposal, including documentation to demonstrate that the Offeror meets all requirements;

#### Financial Proposal:

- (c) Price schedule in accordance with clauses 9 and 10.

### 8. Technical Proposal

The Offeror shall structure the operational and technical part of its Proposal as follows:

- (a) Company Background

This section should provide corporate orientation to include the year and state/country of incorporation and a brief description of the Offeror's present activities. It should focus on services related to the Proposal.



This section should also describe the organizational unit(s) that will become responsible for the contract, and the general management approach towards a project of this kind. The Offeror should comment on its experience in similar projects and identify the person(s) representing the Offeror in any future dealing with UNDP.

(b) Approach and Methodology

This section should reflect the Offeror's understanding of the requirements of the Terms of Reference and describe the Offeror's approach and methodology in carrying out the services.

(c) Resource and staffing plan

This should fully explain the Offeror's resources in terms of personnel and facilities necessary for the performance of this requirement. It should describe the Offeror's current capabilities/facilities and any plans for their expansion.

To assist Offerors in preparing its Technical Proposal, a format with an outline is included as Section 5.

## 9. Financial Proposal

The Offeror shall indicate in the Price Schedule, which is contained in these Solicitation Documents (Section 4), the prices of services it proposes to supply under the contract.

## 10. Proposal currencies

All prices shall be quoted in US dollars only.

## 11. Period of validity of proposals

Proposals shall remain valid for one hundred twenty (120) days after the date of Proposal submission prescribed by UNDP, pursuant to the deadline clause. A Proposal valid for a shorter period may be rejected by UNDP on the grounds that it is non-responsive.

In exceptional circumstances, UNDP may solicit the Offeror's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. An Offeror granting the request will not be required nor permitted to modify its Proposal.

## 12. Format and signing of proposals

The Offeror shall prepare one copy of the Proposal, clearly marking each "Original Proposal" and "Copy of Proposal" as appropriate. In the event of any discrepancy between them, the original shall govern.



The one copy of the Proposal shall be typed or written in indelible ink and shall be signed by the Offeror or a person or persons duly authorised to bind the Offeror to the contract. The latter authorisation shall be indicated by written power-of-attorney accompanying the Proposal.

A Proposal shall contain no interlineations, erasures, or overwriting except, as necessary to correct errors made by the Offeror, in which case such corrections shall be initialed by the person or persons signing the Proposal.

### 13. Payment

UNDP shall effect payments to the Contractor after acceptance by UNDP of the invoices submitted by the contractor, upon achievement of the corresponding milestones in accordance with the payment terms in the contract.

Payments shall be made by bank transfer directly to the bank account of the Contractor. UNDP shall only make payment transfers into accounts in the Contractor's (company) name and not of individuals (even owners of the Company).

## D Submission of Proposals

### 14. Sealing and marking of proposals

The Offeror shall seal the Proposal in one outer and two inner envelopes, as detailed below.

(a) The outer envelope shall be:

**Addressed to –**

Procurement Unit  
UNDP Afghanistan Country Office  
Shah Mahmood Ghazi Watt  
Kabul, Afghanistan

**Marked with –**

**UNDPAFG/2011/0105 – Provision of Toll-free domestic violence hotline and text services  
Balkh Province, Afghanistan**

(b) Both inner envelopes shall indicate the name and address of the Offeror. The first inner envelope shall contain the information specified in Clause 8 (*Proposal form*) above, with the copies duly marked "Original" and "Copy". The second inner envelope shall include the price schedule duly identified as such.

Note, if the inner envelopes are not sealed and marked as per the instructions in this clause, UNDP will not assume responsibility for the Proposal's misplacement or premature opening.



## 15. Deadline for submission of proposals

Proposals must be received by UNDP at the address no later than the deadline specified in the Letter of Invitation.

UNDP may, at its own discretion extend this deadline for the submission of Proposals by amending the solicitation documents in accordance with clause *Amendments of Solicitation Documents*, in which case all rights and obligations of UNDP and Offerors previously subject to the deadline will thereafter be subject to the deadline as extended.

## 16. Late Proposals

Any Proposal received by the procuring UNDP entity after the deadline for submission of proposals, pursuant to clause *Deadline for the submission of proposals*, will be rejected.

## 17. Modification and withdrawal of Proposals

The Offeror may withdraw its Proposal after the Proposal's submission, provided that written notice of the withdrawal is received by UNDP prior to the deadline prescribed for submission of Proposals.

The Offeror's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause *Deadline for Submission of Proposals*. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals.

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Offeror on the Proposal Submission Form.

## E Opening and Evaluation of Proposals

### 18. Opening of proposals

UNDP will open the Proposals in the presence of a Committee formed by the duly authorized official of UNDP.

### 19. Clarification of proposals

To assist in the examination, evaluation and comparison of Proposals, UNDP may at its discretion, ask the Offeror for clarification of its Proposal. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

### 20. Preliminary examination



UNDP will examine the Proposals to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the Proposals are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the Offeror does not accept the correction of errors, its Proposal will be rejected. If there is a discrepancy between words and figures the amount in words will prevail.

Prior to the detailed evaluation, UNDP will determine the substantial responsiveness of each Proposal to the Request for Proposals (RFP). For purposes of these Clauses, a substantially responsive Proposal is one, which conforms to all the terms and conditions of the RFP without material deviations. UNDP's determination of a Proposal's responsiveness is based on the contents of the Proposal itself without recourse to extrinsic evidence.

A Proposal determined as not substantially responsive will be rejected by UNDP and may not subsequently be made responsive by the Offeror by correction of the non-conformity.

## 21. Evaluation and comparison of proposals

A two-stage procedure is utilized in evaluating the proposals, with evaluation of the technical proposal being completed prior to any price proposal being opened and compared. The price proposal of the Proposals will be opened only for submissions that passed the minimum technical score of 70% of the obtainable score of 1000 points in the evaluation of the technical proposals.

The technical proposal is evaluated on the basis of its responsiveness to the Term of Reference (TOR).

In the Second Stage, the price proposal of all contractors, who have attained minimum 70% score in the technical evaluation, will be compared. The contractor will be awarded to the Contractor offering the lowest price.

## 22. Technical Evaluation Criteria

Summary of Technical Proposal Evaluation Forms		Score Weight	Points Obtainable	Company / Other Entity				
				A	B	C	D	E
1.	Expertise of Firm / Organization submitting Proposal relevant to this assignment	35%	350					
2.	Proposed Work Plan, Methodology and Approach	25%	250					
3.	Key professional staff qualifications and competence for the assignment	40%	400					
<b>Total</b>			<b>1000</b>					

Evaluation forms for technical proposals follow on the next two pages. The obtainable number of points specified for each evaluation criterion indicates the relative significance or weight of the item in the overall evaluation process. The Technical Proposal Evaluation Forms are:

Form 1: Expertise of Firm / Organization Submitting Proposal

Form 2: Proposed Work Plan and Approach

Form 3: Personnel

Technical Proposal Evaluation Form 1		Points obtainable	Company / Other Entity				
			A	B	C	D	E
Expertise of firm / organization submitting proposal							
1.1	3 years of experience in the field of text messaging mobile services	70					
1.2	At least 5 years of general experience in the field of consultancy services	70					
1.3	Knowledge of the UNDP/UN or other international organization regulations and requirements on procurement, tendering and contracting;	Yes/No					
1.4	Reputation of Organization and Staff (past performance records and certificates) technical staff preferably with experience in development gender prospective	50					
1.5	General Organizational Capability which is likely to affect implementation (ability to provide qualified technical staff preferably with experience in development in gender prospective, equipment, total station and etc )	60					
1.6	Quality assurance procedures, safety and monitoring plan	50					
1.7	Experience in regions of Afghanistan especially high threat areas	50					
		350					

Technical Proposal Evaluation Form 2		Points Obtainable	Company / Other Entity				
			A	B	C	D	E



## Proposed Work Plan, Methodology and Approach

2.1	Preparation and completeness of the required bidding documents.	80					
2.2	Sample of work plan for the similar works	90					
2.3	Is the scope of task well defined and does it correspond to the TOR?	80					
		250					

Technical Proposal Evaluation Form 3			Points Obtainable	Company / Other Entity				
				A	B	C	D	E
<b>Key professional staff qualifications and competence for the assignment</b>								
3.1	Project Team and the team leader		400					
		Sub-Score	300					
	General Qualification	30						
	Suitability for the Project	60						
	- 5 years' Experience with UN or other big organizations	20						
	- Education (at least BSc in the field of hotline and text messaging mobile services)	50						
	- Professional Experience in the area of specialization	50						
	- Knowledge of the region	20						
	- Specialized in the field of consultancy services	30						
	Knowledge of the UNDP/UN or other international organization regulations and requirements on procurement, tendering and contracting;	40						
		300						
3.2	Other project staff		100					
		Sub-Score						
	General Qualification	20						
	Suitability for the Project	20						
	- International Experience	10						
	- Professional Experience in the area of specialization	10						
	- Education	30						
	- Language Qualification	10						
		100						
	<b>Total Part 3</b>		<b>400</b>					



**\*Firms that achieve the minimum technical score will be required to make a presentation of their technical proposals at a time and venue which will be communicated to the successful Offerors.**

## F Award of Contract

### 23. Award criteria, award of contract

UNDP reserves the right to accept or reject any Proposal, and to annul the solicitation process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Offeror or any obligation to inform the affected Offeror or Offerors of the grounds for the Purchaser's action.

Prior to expiration of the period of proposal validity, UNDP will award a contract to the qualified Offeror whose Proposal after being evaluated is considered to be the most responsive to the needs of the organization and activity concerned.

### 24. UNDP's right to vary requirements at time of award

UNDP reserves the right at the time of award of contract to vary the quantity of services and goods specified in the RFP without any change in price or other terms and conditions.

### 25. Signing of the contract

Within 7 days of receipt of the contract the successful Offeror shall sign and date the contract and return it to UNDP.

Failure of the successful Offeror to comply with the requirement of Clause 24 shall constitute sufficient grounds for the annulment of the award, in which event UNDP may make the award to the next lowest evaluated Offeror or call for new Proposals.

## E. Miscellaneous

### 26. Substitution of Personnel

UNDP will require assurances that the nominated staff in the Proposal will be actually available for the services. UNDP will not consider substitutions during contract negotiations or following contract award, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the consultant may be disqualified. Any accepted substitution must be equal to /or better than the originally nominated staff.



### SECTION 3 – TERMS OF REFERENCE

#### **Summary:**

The United Nations Development Programme, Gender Equality Project (UNDP/GEP) together with Provincial Directorates of Women's Affairs (DoWA) and Provincial Directorate of Justice (DoJ) in Balkh province have completed a few legal programs and have established legal help centers with the aim to provide free legal consultation to victims of gender based violence. Legal Help Centers have been established with the sole intention of mobilizing rural women for the development of marginalized and isolated communities of rural women in the named province. In this process, UNDP/GEP is planning to set up a toll-free domestic violence hotline and text services focusing to the overall development of women who are victims of gender based violence through grassroots level. A large number of Afghan women are living in isolation which is a fertile ground for domestic abuse. Immediate access to information, advice, consoling and support is one of the most essential responses to women experiencing violence and lack of it affects their ability to access locally based protection and services.

This program is proposed to address the following forms of violence: Domestic violence, including physical, psychological, sexual and financial abuse that take place within family relationships and forms a pattern of coercive and controlling behavior. Currently there is no recognized service to reach out to every woman in distress and in need of care, to console, advice and support by responding to calls and sms – for medical, family, legal advice and guidance, rescue, missing cases, shelter / short stay home, protection from abuse and exploitation, emotional support and guidance. An automated server based technology that can handle many calls and text messages and have information gathering and dissemination features are hereby proposed. The project will be based on mobile platform, which will allow women easily access crucial to them, accurate, standardized, objective and actionable information. We will use technology to reach victims and to provide a safer, more reliable, way of reporting, recording, and responding to reports of domestic violence.

The tools that shall be used will help to deliver vital legal information to women in a context when other sources are incomplete or misleading and when other forms of direct communication are difficult.

#### **Objectives:**

The main objective of this program is to disseminate the techniques of legal rights advocacy for women's equal access to legal justice through providing support, advice and consoling for victims of domestic violence and GBV. The specific objectives are to:

- Establish a common understanding about the conceptual framework of gender advocacy and the key inputs required to develop demand-driven strategies, especially for rural women who are the victims of domestic violence,
- Share contextual experiences among the different stakeholders from different parts of the province helpful for identifying appropriate gender based violence cases and remedial actions taken to address them

#### **As part of this project the following will set up:**

- Set up a free call-in centre with interactive voice menu system in Dari and Pashto;
- Provide equipment for the toll-free line and text platform;
- Acquire a 3 digit number short code that is easy to remember or identical telephone numbers from all telecom companies operating in Balkh province;



- Provide toll-free telephone line for the 3 digit short-code or identical telephone numbers from all telecom companies operating in Balkh province;
- Coordinate with civil society institutions and legal experts to create a database containing all relevant information. The technicians will code Afghan Constitution, Afghan laws, addresses of all shelters, NGOs dealing with domestic violence with contact information, etc
- Hire operators with relevant background fluent in both local languages;
- Train the project manager, technical staff and the telephone operators;
- Provide weekly reports on phone calls and sms received and sent;
- Advertise the information hotline service (creation of tailored print material to promote the hotline).

### **Toll Free Line:**

The toll-free information service will provide direct access to vital information to the women who may be experiencing domestic violence or having questions related to the legal issues. Toll-free hotline will be built on IVR technology to ensure effective and efficient handling of calls. A call coming into Toll-free telephone line centre is attended to by the server and directed to information or one of the telephone operators who work 7/24 in shifts. To ensure that the calls coming in are well-attended to at the phone-receiving centre proportionately the operating team will manage trained operators to take and give calls within this timeframe.

The following services will be accurately delivered:

- Medical Assistance;
- Legal Assistance;
- Information about shelters runs by other agencies for short stay home facilities for a maximum period of 3 months;
- Social support and advice;
- Emotional Support and Guidance to all the women who call for help. Emotional support will be provided to women till they have recovered from the psychological trauma;
- Referral – women will be informed about the different services available at the government, community, family and private agencies in their area. Every call is important. Every woman / caller will want to say something and would like helpline service to do something concrete. Helpline is structured on a reliable technological platform to carry that function.
- Text platform, for dealing with text inquiries the operating team uses Frontline, SMS software. The technicians will put together a fully working system using custom programming to fill in gaps that the Frontline SMS developers had left open. Because the software had the ability to communicate and exchange data with external programs, it is very easy to write fairly standard PHP scripts to handle things like responding to keywords, perform database lookups and insertions, and route messages back and forth between the software and the remote user.
- Critical information is stored: Radio, television, talk over the phone and other broadcast forms carry the hit and gone effect. The information is out there and can't be accessed again by the end user. While with texting information is displayed and stored on the handset or the SIM for future reference.
- Safety: SMS text messaging is one of the safest, most secure, and easiest ways for victims to communicate with helpers. Text messaging is fast, silent, doesn't take a lot of time, and, perhaps most importantly, could be erased from the phone with no record of the message being sent. It had all the traits of the kind of system that will be essential in creating a successful and usable system for the community.

### **Activity Management:**

**Collecting and storing information**

The operating team will accumulate and code information in 2 local languages from the variety of sources: all laws of Afghanistan, government data, data collected by local social development groups and information from text message queries and visitors to the website.

**Customizing data base and message platform**

Any text message platform available on the market will need to be customized in order to meet specific users' needs. Some platforms work well for relaying current news by sending the same messages to many people and others are better for providing unique answers to questions asked by different people. The technical team of the activity will customize Frontline SMS software to the needs of the project.

**Project Information Format Design** – it is a key to design a format for collecting and conveying information to/between the callers/"texters" and other parties concerned. The program team will design a usable and efficient format for collecting/recording the information from telephone calls and text\ messages and another format for reporting information back to the parties concerned. At the end of the activity, the team shall also provide an operation report on technical performance and call + text volume.

**Inception, Familiarization and local training** – within the first week of the project inception, the implementing party will recruit a project management team and telephone operators. Once the project manager is in place, they will train the project manager and all operators to the specificities of the topic covered by the activity. Within the first three weeks the team will also train the project manager and the operators to a specific telephone interview technique in collaboration with UNDP, MoWA and other parties concerned. It takes people with basic computer literacy about a week to learn how to operate a call centre with facilities to book, log, record and summaries calls. All operators will undergo a basic IT skills examination and training.

That will provide workspace and equipment for the operators. The implementing party shall also purchase credit for the toll free number and ensure that enough credit is stored at any time to allow incoming calls and text messages.

**Project reporting and feedback** – this includes conveying feedback from the public but also technical information about the phone calls. The operating team will provide weekly reports to parties concerned. Along with it we will provide mid-point evaluation report with a statistical call volume report and a qualitative assessment of the effectiveness of the activity.

**Project Collaboration** – this is one of the key elements of the project. The project management team working closely with management and will collaborate with the parties in order to evaluate of the impact of the toll-free service. The management team will also provide recommendations regarding further similar or modified activities.

**Reporting**

Centralized Reporting Engine to allow reports to be managed from within the database so all additions, updates and deletions are immediately reflected on the agents' screen includes over 115 configured and customizable reports Optional fully-integrated report designer

**Telephony technology Component  
Three Digit Short code**

Common Short Codes (CSCs) are phone numbers, usually three digits in Afghanistan, that mobile phone users utilize to send Short Message Service (SMS) messages to in order to receive information or to participate in contests and receive electronic coupons. By making it fast and



convenient for mobile users to select and receive information, CSCs greatly increase consumer response to promotions. CSCs are provided and managed by an ecosystem of companies, ministry of communication and participating wireless carriers, Mobile Application Service Providers (MASP) and Aggregators. Any company or public service agency can use a CSC, but it must be obtained from this ecosystem through a series of steps, which include applying for a CSC and submitting the CSC-based campaign to wireless carriers for review and testing.

All CSCs are three-digit numbers available in two different versions: random and vanity. Random CSCs are numbers that is assigned to toll free telephone line following approval of your application. Vanity CSCs are numbers that select from a database of available CSCs.

### **Mobile phones in Afghanistan**

Mobile phones can help by providing a new means of staying in contact with the public and creating feedback channels, for example through helpline and updates on local issues and grievances. These updates can be carried out using a toll free telephone line. Mobile phones also provide a very direct means of reaching people who might not be accessible via any other means.

Mobile phones can allow their users to engage more fully in civic activities and the democratic process, and help in the development process. They can be used along with other media such as community radio and print campaign in order to gather feedback and opinions. Cell phones have been one of Afghanistan's few unequivocal success stories since 2001. According to figures submitted by the four main operators to the national regulator between May and September 2008, there are now over five million SIM cards in circulation, which may equate to 15% of the population. As in all Least Developed Countries (LDCs) ownership is weighted towards the urban middle class, though also as in all LDCs this market segment is now close to saturated in Afghanistan and continued sector growth is now fastest among rural demographics lower down the income scale. But more than that, a vibrant industry has grown up with fierce price and customer service competition between the four major operators. And as elsewhere in the developing world, cell phones have quickly become embedded in popular culture among those with even group-level access to them.



#### Section 4 – Price Schedule

The Contractor is required to submit the Price Schedule in a separate envelope from the rest of the RFP response, as indicated in Section D paragraph 14 (b) of the Instruction to Offerors.

All prices/rates quoted must be exclusive of all taxes. The UNDP is exempt from taxes as detailed in Section II, Clause 18.

The Price Schedule must provide a detailed cost breakdown, including separate figures for each functional grouping or category.

Estimates for cost-reimbursable items, if any, such as travel, and out of pocket expenses should be listed separately.

**The format shown on the following pages is a SAMPLE that could be used in preparing the price schedule. The format includes specific expenditures, which may or may not be required or applicable but are indicated to serve as examples.**

#### Price Schedule:

**Request for Proposals for:** Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan


**Please add more rows if required.**

#### PART – A : FEE

S. No.	Team Member's Name	Man Days	Rate per Days	Total
1.				
2.				
3.				
<b>Sub Total :</b>				

#### PART – B : Out of Pocket Expenses

S. No.	Particulars of reimbursable expenses	Amount USD
1.		
2.		
3.		
<b>Sub Total :</b>		
<b>GRAND TOTAL :</b>		

United Nations Development Programme		<b>REQUEST FOR PROPOSAL</b> <b>RFP No. UNDPAFG/2011/0105 – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan</b> All Correspondence, Each Case and Parcel must show the RFP Number
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## Section 5 – Suggested Technical Proposal format

This section provides a suggested format required for the Technical Proposal.

### 1. Company Background:

#### 1.1 Experience of Firm:

Offerors should provide a company profile with details of:

- a. Corporate information - Certification of the legal status (company registration).
- b. Experience in Security and Risk Management within the context of Afghanistan
- c. Experience with UN or International agencies/companies – Offerors should provide their client list.
- d. Details of collaboration, partnership with local, regional and international services providers (e.g. other travel agents, hotels, car hire firms etc)

#### 1.2 General Organization Capability:

Offerors should provide details of:

- a. Annual Turnover for the last three years and credit availability.
- b. Size of the company (premises, no. of staff, and other main assets).
- c. Information Technology – Experience with and availability of Global Distribution Systems such as Amadeus, Galileo or Abacus and other software packages in use.

### 2. Approach and Methodology

- a. Response to Terms of Reference (TOR) - Offerors should study the TOR and state whether:
  - They can adequately meet the requirements in the TOR
  - They can provide any enhanced service, possess other capabilities and suggest improvements to the TOR including alternative ways of performing any services.
- b. Offerors should submit their specific methodology for:
  - Management of the Services including any performance standards and quality control.
  - Reporting plan.

**SECTION 6 – PROPOSAL SUBMISSION FORM**

Dear Sir / Madam,

Having examined the Solicitation Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide Professional Consulting services (profession/activity for Project/programme/office) for the sum as may be ascertained in accordance with the Price Schedule attached herewith and made part of this Proposal.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

Dated this day /month of year

**Signature**

(In the capacity of)

Duly authorized to sign Proposal for and on behalf of

**SECTION 7 – Model Contract for Professional Services**

Model Contract for Professional Consulting Services  
between UNDP and a Company or other entity

**United Nations Development Programme**  
Sustainable human development

Date \_\_\_\_\_

Dear Sir/Madam,

Ref.: \_\_\_\_\_/ \_\_\_\_\_/ \_\_\_\_\_ **[INSERT PROJECT NUMBER AND TITLE OR OTHER REFERENCE]**

The United Nations Development Programme (hereinafter referred to as "UNDP"), wishes to engage your **[company/organization/institution]**, duly incorporated under the Laws of \_\_\_\_\_ **[INSERT NAME OF THE COUNTRY]** (hereinafter referred to as the "Contractor") in order to perform services in respect of \_\_\_\_\_ **[INSERT SUMMARY DESCRIPTION OF THE SERVICES]** (hereinafter referred to as the "Services"), in accordance with the following Contract:

1.Contract Documents

- 1.1 This Contract is subject to the UNDP General Conditions for Professional Services attached hereto as Section 7. The provisions of such Annex shall control the interpretation of this Contract and in no way shall be deemed to have been derogated by the contents of this letter and any other Annexes, unless otherwise expressly stated under section 4 of this letter, entitled "Special Conditions".
  
- 1.2 The Contractor and UNDP also agree to be bound by the provisions contained in the following documents, which shall take precedence over one another in case of conflict in the following order:
  - a) this letter;
  
  - b) the Terms of Reference [ref. ....dated.....], attached hereto as Section III;



c) the Contractor's technical proposal [ref....., dated .....], as clarified by the agreed minutes of the negotiation meeting [dated.....], both documents not attached hereto but known to and in the possession of both parties.

1.3 All the above shall form the Contract between the Contractor and UNDP, superseding the contents of any other negotiations and/or agreements, whether oral or in writing, pertaining to the subject of this Contract.

2. Obligations of the Contractor

2.1 The Contractor shall perform and complete the Services described in Section III with due diligence and efficiency and in accordance with the Contract.

2.2 The Contractor shall provide the services of the following key personnel:

<u>Name</u>	<u>Specialization</u>	<u>Nationality</u>	<u>Period of service</u>
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....	.....	.....	.....
....	.....	.....	.....

2.3 Any changes in the above key personnel shall require prior written approval of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

2.4 The Contractor shall also provide all technical and administrative support needed in order to ensure the timely and satisfactory performance of the Services.

2.5 The Contractor shall submit to UNDP the deliverables specified hereunder according to the following schedule:

<b>[LIST DELIVERABLES]</b>	<b>[INDICATE DELIVERY DATES]</b>
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e.g.

Progress report	..../...
.....	..../...
Final report	..../...

2.6 All reports shall be written in the English language, and shall describe in detail the services rendered under the Contract during the period of time covered in such report. All reports shall be transmitted by the Contractor by \_\_\_\_\_ **[MAIL, COURIER AND/OR FAX]** to the address specified in 9.1 below.

2.7 The Contractor represents and warrants the accuracy of any information or data provided to UNDP for the purpose of entering into this Contract, as well as the quality of the deliverables and



reports foreseen under this Contract in accordance with the highest industry and professional standards.

3. Price and payment

3.1 In full consideration for the complete and satisfactory performance of the Services under this Contract, UNDP shall pay the Contractor a price not to exceed \_\_\_\_\_ **[INSERT CURRENCY & AMOUNT IN FIGURES AND WORDS]**.

3.2 The amount contained in 3.1 above is the maximum total amount of reimbursable costs under this Contract. The Breakdown of Costs in Annex \_\_\_\_\_ **[INSERT ANNEX NUMBER]** contains the maximum amounts per cost category that are reimbursable under this Contract. The Contractor shall reflect in his invoices the amount of the actual reimbursable costs incurred in the performance of the Services.

3.3 The Contractor shall not do any work, provide any equipment, materials and supplies, or perform any other services which may result in any costs in excess of the amount under 3.1 or of any of the amounts specified in the Breakdown of Costs for each cost category without the prior written agreement of \_\_\_\_\_ **[NAME and TITLE]**, UNDP.

3.4 Payments effected by UNDP to the Contractor shall be deemed neither to relieve the Contractor of its obligations under this Contract nor as acceptance by UNDP of the Contractor's performance of the Services.

3.5 The Contractor shall submit invoices for the work done every \_\_\_\_\_ **[INSERT PERIOD OF TIME OR MILESTONES]**.

3.6 Progress and final payments shall be effected by UNDP to the Contractor after acceptance of the invoices submitted by the Contractor to the address specified in 9.1 below, together with whatever supporting documentation of the actual costs incurred is required in the Breakdown of Costs or may be required by UNDP. Such payments shall be subject to any specific conditions for reimbursement contained in the Breakdown of Costs.

4. Special conditions

4.1 The responsibility for the safety and security of the Contractor and its personnel and property, and of UNDP's property in the Contractor's custody, rests with the Contractor.

4.1.1. The Contractor shall:

- (a) put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the services are being provided;



(b) assume all risks and liabilities related to the Contractor's security, and the full implementation of the security plan.

4.1.2 UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of this contract. Notwithstanding the foregoing, the Contractor shall remain solely responsible for the security of its personnel and for UNDP's property in its custody as set forth in paragraph 4.1 above.

4.2 Each invoice paid by UNDP shall be subject to a post-payment audit by auditors, whether internal or external, of UNDP or the authorized agents of the UNDP at any time during the term of the Contract and for a period of three (3) years following the expiration or prior termination of the Contract. The UNDP shall be entitled to a refund from the Contractor for any amounts shown by such audits to have been paid by the UNDP other than in accordance with the terms and conditions of the Contract. Should the audit determine that any funds paid by UNDP have not been used as per contract clauses, the company shall reimburse such funds forthwith. Where the company fails to reimburse such funds, UNDP reserves the right to seek recovery and/or to take any other action as it deems necessary.

4.2.1 The Contractor acknowledges and agrees that, at anytime, UNDP may conduct investigations relating to any aspect of the Contract, the obligations performed under the Contract, and the operations of the Contractor generally. The right of UNDP to conduct an investigation and the Contractor's obligation to comply with such an investigation shall not lapse upon expiration or prior termination of the Contract. The Contractor shall provide its full and timely cooperation with any such inspections, post-payment audits or investigations. Such cooperation shall include, but shall not be limited to, the Contractor's obligation to make available its personnel and any documentation for such purposes and to grant to UNDP access to the Contractor's premises. The Contractor shall require its agents, including, but not limited to, the Contractor's attorneys, accountants or other advisers, to reasonably cooperate with any inspections, post-payment audits or investigations carried out by UNDP hereunder.

4.3 The Contractor agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Contract are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>. This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.

4.4 The advance payment to be made upon signature of the contract by both parties is contingent upon receipt and acceptance by UNDP of a bank guarantee for the full amount of the advance payment issued by a Bank and in a form acceptable to UNDP.

4.5 The amounts of the payments referred to shall be fifteen percent of the contract value (15%) subject to a deduction of fifteen (15%) of the amount accepted for payment until the



cumulative amount of the deductions so effected shall equal the amount of the advance payment.

5. Submission of invoices

5.1 An original invoice shall be submitted by mail by the Contractor for each payment under the Contract to the following address:

.....  
.....

5.2 Invoices submitted by fax shall not be accepted by UNDP.

6. Time and manner of payment

6.1 Invoices shall be paid within thirty (30) days of the date of their acceptance by UNDP. UNDP shall make every effort to accept an invoice or so advise the Contractor of its non-acceptance within a reasonable time from receipt.

6.2 All payments shall be made by UNDP to the following Bank account of the Contractor:

\_\_\_\_\_ [NAME OF THE BANK]

\_\_\_\_\_ [ACCOUNT NUMBER]

\_\_\_\_\_ [ADDRESS OF THE BANK]

7. Entry into force. Time limits.

7.1 The Contract shall enter into force upon its signature by both parties.

7.2 The Contractor shall commence the performance of the Services not later than \_\_\_\_\_ [INSERT DATE] and shall complete the Services within \_\_\_\_\_ [INSERT NUMBER OF DAYS OR MONTHS] of such commencement.

7.3 All time limits contained in this Contract shall be deemed to be of the essence in respect of the performance of the Services.

8. Modifications

8.1 Any modification to this Contract shall require an amendment in writing between both parties duly signed by the authorized representative of the Contractor and \_\_\_\_\_ [NAME AND TITLE] UNDP.



**RFP No. UNDPAFG/2011/0105** – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan

All Correspondence, Each Case and Parcel must show the RFP Number

9. Notifications

9.1 For the purpose of notifications under the Contract, the addresses of UNDP and the Contractor are as follows:

**For the UNDP:**

\_\_\_\_\_ **[INSERT CONTRACT REFERENCE & NUMBER]**

<b>Telex:</b>	<b>Fax:</b>	<b>Cable:</b>
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**For the Contractor:**

**[INSERT NAME, ADDRESS AND TELEX, FAX AND CABLE NUMBERS]**

<b>Name:</b>
<b>Address:</b>

<b>Telex:</b>	
<b>Fax:</b>	
<b>Cable:</b>	

If the above terms and conditions meet with your agreement as they are typed in this letter and in the Contract Documents, please initial every page of this letter and its attachments and return to this office one original of this Contract, duly signed and dated.

Yours sincerely,

**[INSERT NAME AND TITLE]**

For **[INSERT NAME OF THE COMPANY/ORGANIZATION]**

Agreed and Accepted:

Signature \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_



## SECTION 8 – UNDP GENERAL CONDITIONS OF CONTRACTS FOR SERVICES

### 1.0 LEGAL STATUS:

The Contractor shall be considered as having the legal status of an independent contractor vis-à-vis the United Nations Development Programme (UNDP). The Contractor's personnel and sub-contractors shall not be considered in any respect as being the employees or agents of UNDP or the United Nations.

### 2.0 SOURCE OF INSTRUCTIONS:

The Contractor shall neither seek nor accept instructions from any authority external to UNDP in connection with the performance of its services under this Contract. The Contractor shall refrain from any action that may adversely affect UNDP or the United Nations and shall fulfill its commitments with the fullest regard to the interests of UNDP.

### 3.0 CONTRACTOR'S RESPONSIBILITY FOR EMPLOYEES:

The Contractor shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

### 4.0 ASSIGNMENT:

The Contractor shall not assign, transfer, pledge or make other disposition of this Contract or any part thereof, or any of the Contractor's rights, claims or obligations under this Contract except with the prior written consent of UNDP.

### 5.0 SUB-CONTRACTING:

In the event the Contractor requires the services of sub-contractors, the Contractor shall obtain the prior written approval and clearance of UNDP for all sub-contractors. The approval of UNDP of a sub-contractor shall not relieve the Contractor of any of its obligations under this Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

### 6.0 OFFICIALS NOT TO BENEFIT:

The Contractor warrants that no official of UNDP or the United Nations has received or will be offered by the Contractor any direct or indirect benefit arising from this Contract or the award thereof. The Contractor agrees that breach of this provision is a breach of an essential term of this Contract.

### 7.0 INDEMNIFICATION:



The Contractor shall indemnify, hold and save harmless, and defend, at its own expense, UNDP, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Contractor, or the Contractor's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of workmen's compensation, products liability and liability arising out of the use of patented inventions or devices, copyrighted material or other intellectual property by the Contractor, its employees, officers, agents, servants or sub-contractors. The obligations under this Article do not lapse upon termination of this Contract.

## **8.0 INSURANCE AND LIABILITIES TO THIRD PARTIES:**

**8.1** The Contractor shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract.

**8.2** The Contractor shall provide and thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract.

**8.3** The Contractor shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, boats, airplanes or other equipment owned or leased by the Contractor or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

**8.4** Except for the workmen's compensation insurance, the insurance policies under this Article shall:

**8.4.1** Name UNDP as additional insured;

**8.4.2** Include a waiver of subrogation of the Contractor's rights to the insurance carrier against the UNDP;

**8.4.3** Provide that the UNDP shall receive thirty (30) days written notice from the insurers prior to any cancellation or change of coverage.

**8.5** The Contractor shall, upon request, provide the UNDP with satisfactory evidence of the insurance required under this Article.

## **9.0 ENCUMBRANCES/LIENS:**

The Contractor shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with the UNDP against any monies due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Contractor.

**10.0 TITLE TO EQUIPMENT:** Title to any equipment and supplies that may be furnished by UNDP shall rest with UNDP and any such equipment shall be returned to UNDP at the conclusion of this Contract or when no longer needed by the Contractor. Such equipment, when returned to UNDP, shall be in the same condition as when delivered to the Contractor, subject to normal wear and tear. The Contractor shall be liable to compensate UNDP for equipment determined to be damaged or



degraded beyond normal wear and tear.

## 11.0 COPYRIGHT, PATENTS AND OTHER PROPRIETARY RIGHTS:

**11.1** Except as is otherwise expressly provided in writing in the Contract, the UNDP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Contractor has developed for the UNDP under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract, and the Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the UNDP.

**11.2** To the extent that any such intellectual property or other proprietary rights consist of any intellectual property or other proprietary rights of the Contractor: (i) that pre-existed the performance by the Contractor of its obligations under the Contract, or (ii) that the Contractor may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under the Contract, the UNDP does not and shall not claim any ownership interest thereto, and the Contractor grants to the UNDP a perpetual license to use such intellectual property or other proprietary right solely for the purposes of and in accordance with the requirements of the Contract.

**11.3** At the request of the UNDP; the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the UNDP in compliance with the requirements of the applicable law and of the Contract.

**11.4** Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates, recommendations, documents, and all other data compiled by or received by the Contractor under the Contract shall be the property of the UNDP, shall be made available for use or inspection by the UNDP at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNDP authorized officials on completion of work under the Contract.

## 12.0 USE OF NAME, EMBLEM OR OFFICIAL SEAL OF UNDP OR THE UNITED NATIONS:

The Contractor shall not advertise or otherwise make public the fact that it is a Contractor with UNDP, nor shall the Contractor, in any manner whatsoever use the name, emblem or official seal of UNDP or THE United Nations, or any abbreviation of the name of UNDP or United Nations in connection with its business or otherwise.

## 13.0 CONFIDENTIAL NATURE OF DOCUMENTS AND INFORMATION:

Information and data that is considered proprietary by either Party and that is delivered or disclosed by one Party (“Discloser”) to the other Party (“Recipient”) during the course of performance of the Contract, and that is designated as confidential (“Information”), shall be held in confidence by that Party and shall be handled as follows:

**13.1** The recipient (“Recipient”) of such information shall:

**13.1.1** use the same care and discretion to avoid disclosure, publication or dissemination of the Discloser’s Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate; and,



**13.1.2** use the Discloser's Information solely for the purpose for which it was disclosed.

**13.2** Provided that the Recipient has a written agreement with the following persons or entities requiring them to treat the Information confidential in accordance with the Contract and this Article 13, the Recipient may disclose Information to:

**13.2.1** any other party with the Discloser's prior written consent; and,

**13.2.2** the Recipient's employees, officials, representatives and agents who have a need to know such Information for purposes of performing obligations under the Contract, and employees officials, representatives and agents of any legal entity that it controls, controls it, or with which it is under common control, who have a need to know such Information for purposes of performing obligations under the Contract, provided that, for these purposes a controlled legal entity means:

**13.2.2.1** a corporate entity in which the Party owns or otherwise controls, whether directly or indirectly, over fifty percent (50%) of voting shares thereof; or,

**13.2.2.2** any entity over which the Party exercises effective managerial control; or,

**13.2.2.3** for the UNDP, an affiliated Fund such as UNCDF, UNIFEM and UNV.

**13.3** The Contractor may disclose Information to the extent required by law, provided that, subject to and without any waiver of the privileges and immunities of the United Nations, the Contractor will give the UNDP sufficient prior notice of a request for the disclosure of Information in order to allow the UNDP to have a reasonable opportunity to take protective measures or such other action as may be appropriate before any such disclosure is made.

**13.4** The UNDP may disclose Information to the extent as required pursuant to the Charter of the UN, resolutions or regulations of the General Assembly, or rules promulgated by the Secretary-General.

**13.5** The Recipient shall not be precluded from disclosing Information that is obtained by the Recipient from a third party without restriction, is disclosed by the Discloser to a third party without any obligation of confidentiality, is previously known by the Recipient, or at any time is developed by the Recipient completely independently of any disclosures hereunder.

**13.6** These obligations and restrictions of confidentiality shall be effective during the term of the Contract, including any extension thereof, and, unless otherwise provided in the Contract, shall remain effective following any termination of the Contract.

#### **14.0 FORCE MAJEURE; OTHER CHANGES IN CONDITIONS**

**14.1** In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the Contractor shall give notice and full particulars in writing to the UNDP, of such occurrence or change if the Contractor is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Contract. The Contractor shall also notify the UNDP of any other changes in conditions or the occurrence of any event that interferes or threatens to interfere with its performance of this Contract. On receipt of the notice required under this Article, the UNDP shall take such action as, in its sole discretion; it considers to be appropriate or necessary in the



circumstances, including the granting to the Contractor of a reasonable extension of time in which to perform its obligations under this Contract.

**14.2** If the Contractor is rendered permanently unable, wholly, or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Contract, the UNDP shall have the right to suspend or terminate this Contract on the same terms and conditions as are provided for in Article 15, "Termination", except that the period of notice shall be seven (7) days instead of thirty (30) days.

**14.3** Force majeure as used in this Article means acts of God, war (whether declared or not), invasion, revolution, insurrection, or other acts of a similar nature or force.

**14.4** The Contractor acknowledges and agrees that, with respect to any obligations under the Contract that the Contractor must perform in or for any areas in which the UNDP is engaged in, preparing to engage in, or disengaging from any peacekeeping, humanitarian or similar operations, any delays or failure to perform such obligations arising from or relating to harsh conditions within such areas or to any incidents of civil unrest occurring in such areas shall not, in and of itself, constitute force majeure under the Contract..

## **15.0 TERMINATION**

**15.1** Either party may terminate this Contract for cause, in whole or in part, upon thirty (30) days notice, in writing, to the other party. The initiation of arbitral proceedings in accordance with Article 16.2 ("Arbitration"), below, shall not be deemed a termination of this Contract.

**15.2** UNDP reserves the right to terminate without cause this Contract at any time upon 15 days prior written notice to the Contractor, in which case UNDP shall reimburse the Contractor for all reasonable costs incurred by the Contractor prior to receipt of the notice of termination.

**15.3** In the event of any termination by UNDP under this Article, no payment shall be due from UNDP to the Contractor except for work and services satisfactorily performed in conformity with the express terms of this Contract.

**15.4** Should the Contractor be adjudged bankrupt, or be liquidated or become insolvent, or should the Contractor make an assignment for the benefit of its creditors, or should a Receiver be appointed on account of the insolvency of the Contractor, the UNDP may, without prejudice to any other right or remedy it may have under the terms of these conditions, terminate this Contract forthwith. The Contractor shall immediately inform the UNDP of the occurrence of any of the above events.

## **16.0 SETTLEMENT OF DISPUTES**

**16.1 Amicable Settlement:** The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Contract or the breach, termination or invalidity thereof. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the parties.

**16.2 Arbitration:** Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably under Article 16.1, above, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, shall be referred by either Party to arbitration in accordance with the UNCITRAL



Arbitration Rules then obtaining. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. For all evidentiary questions, the arbitral tribunal shall be guided by the Supplementary Rules Governing the Presentation and Reception of Evidence in International Commercial Arbitration of the International Bar Association, 28 May 1983 edition. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the Contract, order the termination of the Contract, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under the Contract, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 (“Interim Measures of Protection”) and Article 32 (“Form and Effect of the Award”) of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, unless otherwise expressly provided in the Contract, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate (“LIBOR”) then prevailing, and any such interest shall be simple interest only. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

#### **17.0 PRIVILEGES AND IMMUNITIES:**

Nothing in or relating to this Contract shall be deemed a waiver, express or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

#### **18.0 TAX EXEMPTION**

**18.1** Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, inter-alia that the United Nations, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event any governmental authority refuses to recognize the United Nations exemption from such taxes, duties or charges, the Contractor shall immediately consult with the UNDP to determine a mutually acceptable procedure.

**18.2** Accordingly, the Contractor authorizes UNDP to deduct from the Contractor's invoice any amount representing such taxes, duties or charges, unless the Contractor has consulted with the UNDP before the payment thereof and the UNDP has, in each instance, specifically authorized the Contractor to pay such taxes, duties or charges under protest. In that event, the Contractor shall provide the UNDP with written evidence that payment of such taxes, duties or charges has been made and appropriately authorized.

#### **19.0 CHILD LABOR**

**19.1** The Contractor represents and warrants that neither it, nor any of its suppliers is engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including Article 32 thereof, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical mental, spiritual, moral or social development.

**19.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, at no cost to UNDP.

#### **20.0 MINES:**



**20.1** The Contractor represents and warrants that neither it nor any of its suppliers is actively and directly engaged in patent activities, development, assembly, production, trade or manufacture of mines or in such activities in respect of components primarily utilized in the manufacture of Mines. The term "Mines" means those devices defined in Article 2, Paragraphs 1, 4 and 5 of Protocol II annexed to the Convention on Prohibitions and Restrictions on the Use of Certain Conventional Weapons Which May Be Deemed to Be Excessively Injurious or to Have Indiscriminate Effects of 1980.

**20.2** Any breach of this representation and warranty shall entitle UNDP to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of UNDP.

### **21.0 OBSERVANCE OF THE LAW:**

The Contractor shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of this Contract.

### **22.0 SEXUAL EXPLOITATION:**

**22.1** The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of anyone by it or by any of its employees or any other persons who may be engaged by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all appropriate measures to prohibit its employees or other persons engaged by it from, exchanging any money, goods, services, offers of employment or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any person. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of this representation and warranty shall entitle UNDP to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**22.2** The UNDP shall not apply the foregoing standard relating to age in any case in which the Contractor's personnel or any other person who may be engaged by the Contractor to perform any services under the Contract is married to the person less than the age of eighteen years with whom sexual activity has occurred and in which such marriage is recognized as valid under the laws of the country of citizenship of such Contractor's personnel or such other person who may be engaged by the Contractor to perform any services under the Contract.

### **23.0 AUTHORITY TO MODIFY:**

Pursuant to the Financial Regulations and Rules of UNDP, only the UNDP Authorized Official possesses the authority to agree on behalf of UNDP to any modification of or change in this Agreement, to a waiver of any of its provisions or to any additional contractual relationship of any kind with the Contractor. Accordingly, no modification or change in this Contract shall be valid and enforceable against UNDP unless provided by an amendment to this Agreement signed by the Contractor and jointly by the UNDP Authorized Official.





## Section 10 – Technical Forms

*[Comments in brackets [ ] provide guidance to the short listed Offeror for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]*

Technical proposal consists of the following seven sections:

FORM-1 Technical Proposal Submission Form

FORM-2 Offeror's Organization and Experience

A Offeror's Organization

B Offeror's Experience

FORM-3 Description of the Approach, Methodology and Work Plan for Performing the Assignment

FORM-4 Team Composition and Task Assignments

FORM-5 Curriculum Vitae (CV) for Proposed Professional Staff

FORM-6 Staffing Schedule

FORM-7 Implementation Schedule



## Form – 1 – Technical Proposal Submission Form

[Location, Date]

To: UNDP  
Kabul.

Dear Sirs/Madams:

We, the undersigned, offer to provide **Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan** in accordance with your Request for Proposal dated [Insert Date]. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

We agree to abide by this Proposal for a period of 120 days from the date fixed for opening of Proposals in the Invitation for Proposal, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept any Proposal you may receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

E-mail address and telephone number: \_\_\_\_\_

Address: \_\_\_\_\_

Dated this day /month of year

**B. Signature**

(In the capacity of)

Duly authorised to sign Proposal for and on behalf of



## Form - 2 - Offerors Organization and Experience

**A - Offeror's Organization**

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

**B - Offerors Experience**

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.?? Use 20 pages.]

Assignment name:	Approx. value of the contract (in current US\$ ):
Country: Location within country:	Duration of assignment (months):
Name of Offeror:	Total N <sup>o</sup> of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ ):
Start date (month/year): Completion date (month/year):	N <sup>o</sup> of professional staff-months provided by associated Offeror s:
Name of associated Offeror's, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	



**Number: UNDP/AFG/2011/0105** – Provision of Toll-free domestic violence hotline and text services Balkh Province, Afghanistan

All Correspondence, Each Case and Parcel must show the RFP Number

Description of actual services provided by your staff within the assignment:

Offeror's Name: \_\_\_\_\_



Form -3 - DESCRIPTIONS of Approach, Methodology and Work Plan for Performing the Assignment

- a) *Technical Approach and Methodology,*
- b) *Work Plan, and*
- c) *Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Implementation Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. The proposed implementation plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible implementation plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The implementation plan should be consistent with the Implementation Schedule of Form TECH-7.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]



Form 5 - Curriculum Vitae (CV) for Proposed Professional Staff

1. **Proposed Position** [*only one candidate shall be nominated for each position*]: \_\_\_\_\_

2. **Name of Firm** [*Insert name of firm proposing the staff*]: \_\_\_\_\_

3. **Name of Staff** [*Insert full name*]: \_\_\_\_\_

4. **Date of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment*]: \_\_\_\_\_

6. **Membership of Professional Associations:** \_\_\_\_\_

7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: \_\_\_\_\_

8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years*]: \_\_\_\_\_

9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: \_\_\_\_\_

10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From [Year]: \_\_\_\_\_ To [Year]: \_\_\_\_\_

Employer: \_\_\_\_\_

Positions held: \_\_\_\_\_

<p><b>11. Detailed Tasks Assigned</b></p> <p>[List all tasks to be performed under this assignment]</p>	<p><b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned</b></p> <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p>
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	Year: _____ Location: _____ Client: _____ Main project features: _____ Positions held: _____ Activities performed: _____
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**13. Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.*

\_\_\_\_\_ Date: \_\_\_\_\_  
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: \_\_\_\_\_